



**EXHIBIT
NM-E**

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Re: Equipment Schedule No. 03 ("Lease") to Master Equipment Lease Agreement No. 32109 dated as of June 3, 2021 ("Master Lease") between Liberty Commercial Finance LLC, as lessor or creditor ("Lessor"), and Core Scientific, Inc. as lessee or debtor ("Lessee").

Equipment Leased: See Exhibit A to Equipment Schedule No. 03

Commencement Date of Lease: _____, 2021

Sir or Madam:

Notice is hereby given that the Lessor has sold, assigned, granted a security interest in, and/or transferred some or all of the Lease and the rents and other sums due and to become due thereunder, and the Equipment subject thereto (as defined in the Lease) to North Mill Equipment Finance LLC ("Assignee").

Lessee is hereby directed, and by signature below, consents to such sale, assignment, grant of a security interest, and/or transfer to Assignee, and commencing _____, 2021 ("Rent Assignment Date") agrees to pay directly to North Mill Equipment Finance LLC, until Assignee instructs Lessee otherwise in writing, all rents and other payments including, without limitation, all rentals, stipulated loss value payments, termination payments, applicable late charges, attorneys' fees and expenses of collection and enforcement of the Lease, and all other sums due and to become due under the Lease (collectively, the "Payments"). For the avoidance of doubt, prior to the date hereof, Lessee has paid Lessor a deposit (the "Deposit"), which Deposit has been applied by Lessor to, and satisfied Lessee's obligation to pay, the First (1st) monthly rent payment due December 1, 2021 and the last three (3) Monthly rent payments due September 1, 2025, October 1, 2025 and November 1, 2025. Accordingly, the Deposit has not been assigned to Assignee.

Lessee, by signature below, certifies and confirms to Assignee, and agrees as follows:

1. As of the Rent Assignment Date and after giving effect to the application of the Deposit, the following rents remain outstanding and payable by Lessee under the Lease and Lessee agrees to pay all such rents directly to Assignee on their respective due dates: Forty-four (44) equal monthly rent payments each in the amount of \$14,026.13, plus applicable taxes, with the first such assigned rent payment being due on January 1, 2022 and continuing on the first day of each month thereafter, ending with the payment due on August 1, 2025. In addition to such remaining Payments, Assignee shall be entitled to receive any and all amounts payable by Lessee in connection with the exercise of end of term options and/or obligations. For all Payments not subject to ACH collection by Lessor or Assignee, Lessee shall pay such Payments to the following address:

North Mill Equipment Finance LLC
601 Merritt 7, Suite 5
Norwalk, CT 06851

2. That the aforesaid rentals are the firm, fixed rentals due under the Lease and are not subject to any adjustment.

3. That Lessee's obligation to make the Payments to Assignee is absolute and unconditional, and Lessee will pay directly to Assignee all Payments without regard to, and shall not assert against Assignee, any claim, defense, counterclaim, recoupment, setoff or right to cancel or terminate the Lease which Lessee have against Lessor or any other party, including any claim Lessee may have against Lessor resulting from Lessor's rejection of the Lease in a bankruptcy proceeding involving Lessor or Lessor's interference with Lessee's quiet enjoyment of the Equipment for any reason, it being understood that Lessee retains Lessee's right to assert any such claim in a separate action against Lessor or another appropriate party. Nothing herein shall be deemed to relieve Lessor of any of its obligations to Lessee under the Lease.

4. That the Equipment is in the Lessee's possession at the address specified in the Lease, and that the Equipment has been fully and finally accepted by duly authorized representatives of Lessee as the Equipment under the Lease.
5. That the Lease is in full force and effect, that Lessee will not modify or consent to any modification of the terms of the Lease without the prior written consent of the Assignee, and that any such modification shall be ineffective without Assignee's prior written consent, which shall not be unreasonably withheld.
6. That neither the Lessee nor, to Lessee's knowledge, Lessor, has breached the Lease in any respect and that all rent payments due under the Lease have been and will continue to be paid in strict accordance with the terms of the Lease.
7. That all representations and duties of Lessor intended to induce Lessee to enter in the Lease whether required by the Lease or otherwise have been fulfilled.
8. Lessee acknowledges that Assignee has not assumed, nor shall it be responsible for the performance of, any of the obligations, of Lessor, or any other party under the terms of the Lease.
9. That Lessee has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease, the Payments, or the Equipment.
10. Lessee confirms to Assignee that no sublease, assignment or transfer by Lessee shall in any manner impair, diminish or relieve the Lessee of its primary obligations under the Lease, including its obligation to make all Payments directly to Lessor, the terms of the Lease notwithstanding.
11. Lessee agrees that Assignee is entitled to the benefits of each and every right accorded Lessor in the Lease, including, without limitation, remedies, inspection rights, indemnity rights, right to give consent, right to receive casualty payments and payment of costs and expenses incurred in exercising rights and remedies under the Lease, and the right to receive notices and other documents required to be furnished under the Lease.
12. Lessee has executed one (1) original each of the Lease (which was delivered to Lessor), and currently has no original of such document in its possession.

SIGNATURE PAGE TO FOLLOW

LIBERTY COMMERCIAL FINANCE LLC
(LESSOR)

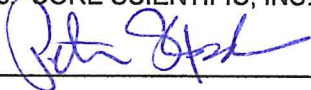
By: 

Print Name: Stephen B. Peterson

Title: Chief Credit Officer

Lessee hereby acknowledges and certifies that the above-described terms, conditions and representations are accurate and true, that Lessee will make the Payments herein stipulated directly to Assignee, and that it is duly authorized and empowered to execute and deliver this Notice and Acknowledgement of Assignment Letter. Lessee further acknowledges that the Assignee is relying on this Notice of Acknowledgement of Assignment Letter, and that this Notice and Acknowledgment of Assignment supersedes and replaces in its entirety any previous notice of assignment.

Lessee: CORE SCIENTIFIC, INC.

By: 

Print Name: Peter Sladic

Title: Senior Vice President, Treasurer

EXHIBIT A**EQUIPMENT DESCRIPTION****Lessor:** Liberty Commercial Finance LLC**Lessee:** Core Scientific, Inc.**Lease:** Equipment Schedule No. 03 to Master Equipment Lease Agreement dated as of June 3, 2021.

Supplier	Equipment Description	Equipment Location
Sun Valley Electric Supply Co.	(10) Switchgear - Switchboard and Transformer Square D Standard Swbd Series, 2-QED-2, Serial Numbers: L88015338/L87976956/L88015409 L88015430/L88020619/L88015429 L88015507/L88020718/L88015336 L88015339/L88020660/L88015512 L88015337/L88020673/L88015510 L88015335/L88020719/L88015508 L88015341/L88020672/L88015431 L88015509/L88020717/L88015340 L88015511/L88020618/L88015342 L88015428/L88020612/L88015408	155 Palmer Lane, Marble, NC 28905

Including all additions, accessions, and attachments thereto, and all substitutions, replacements, and proceeds (including insurance proceeds) thereof.